

WWR Ref. No. 06562552

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS (Eastern Division)**

| | | |
|--------------------------------|---|--------------------------|
| ADVANCE PAYROLL FUNDING, LTD., |) | CASE NO. 08 C 1072 |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs. |) | JUDGE MILTON I. SHADUR |
| |) | MAG. JUDGE ARLANDER KEYS |
| DURACO PRODUCTS, INC., etc. |) | |
| |) | |
| Defendant. |) | |

JUDGMENT ENTRY FOR PLAINTIFF

The Parties to the above-captioned matter, Plaintiff Advance Payroll Funding, Ltd. and Defendant Duraco Products, Inc. dba Duraco Plastics entered into a Settlement Agreement which was referenced in and attached to Plaintiff's Notice of Dismissal Without Prejudice; such dismissal providing for this Court to retain jurisdiction over the Settlement Agreement and to enter a Stipulated Judgment Entry in the event of default by Defendant.

The Court is advised and finds that a default of the Settlement Agreement has occurred as set forth in the Affidavit of Jeremy Bilsky, attached hereto as Exhibit A. Moreover, the Affidavit of Jeremy Bilsky contains an accounting of payments made under the Settlement Agreement prior to default, such payments totaling \$30,000.00.

The executed Stipulated Judgment Entry (attached hereto as Exhibit B) consents to a judgment in favor of Plaintiff against the Defendant in the amount of \$407,054.41 with statutory interest from May 15th, 2008. While the Stipulated Judgment Entry consents to an immediate filing and execution, it also provides that the Stipulated

Judgment Entry shall be reduced by the amount of any payments made by Duraco to Advance. It is, therefore,

ORDRED, AJUDGED AND DECREED that Plaintiff Advance Payroll Funding, Ltd. Is entitled to judgment against Defendant Duraco Products, Inc. dba Duraco Plastics in the amount of **\$377,054.41** (which is the stipulated amount of \$407,054.41 less \$30,000.00 in payments made), **together with statutory interest from May 15th, 2008.**

IT IS SO ORDERED,

JUDGE MILTON I. SHADUR

Submitted by:

WELTMAN, WEINBERG & REIS CO., L.P.A.

/s/ J. Charles Ruiz-Bueno

J. Charles Ruiz-Bueno (#0046806)

Pro Hac Vice/Lead Counsel for Plaintiff

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-and-

Robert T. Kuehl (Ill. Bar No. 6271281)
Co-Counsel for Plaintiff
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Facsimile: (312) 782-4201
Email: rkuehl@weltman.com

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| ADVANCE PAYROLL FUNDING, LTD., |) | CASE NO. 08 C 1072 |
| |) | |
| Plaintiff, |) | |
| |) | |
| vs |) | JUDGE MILTON I. SHADUR |
| |) | MAG. JUDGE ARLANDER KEYS |
| DURACO PRODUCTS, INC., |) | |
| dba DURACO PLASTICS |) | |
| |) | |
| Defendant |) | |

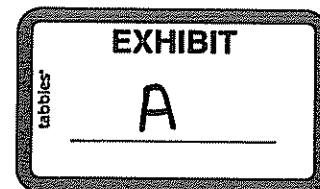
AFFIDAVIT OF JEREMY L. BILSKY, ESQ.

| | | |
|--------------------|---|-----|
| State of Ohio |) | |
| |) | ss. |
| County of Cuyahoga |) | |

Affiant, Jeremy L. Bilsky, Esquire, being first duly sworn according to law, deposes and states that he is competent to testify to the following:

1. Affiant is General Counsel for Advance Payroll Funding, Ltd., and has personal knowledge of the facts surrounding the above-captioned matter and the Settlement Agreement with Defendant

2. Affiant was present before this Honorable Court for a default hearing on May 15, 2008 and entered into a Settlement Agreement on behalf of Plaintiff and with Defendant, such settlement being advised to the Court. This same Settlement Agreement (along with an executed Stipulated Judgment Entry in the event of default) was attached to Plaintiff's Notice of Dismissal without prejudice. The Court retained jurisdiction over the Settlement Agreement.



3 The Settlement Agreement called for an initial lump sum payment of \$50,000 to be paid by May 19, 2008, and for payments of \$10,000 per week commencing May 20, 2008, all payments to be made by wire transfer

4 Defendant has not completed the first lump sum payment of \$50,000 and is in arrears of its promise to commence paying \$10,000 per week commencing May 20, 2008

5 To date, Defendant has made two check payments: \$10,000 sent May 23, 2008 and received later; and \$20,000 sent June 1, 2008 and received later. The Settlement Agreement called for wire transfers rather than checks, so the actual date of receipt is later than delivery to Plaintiff as each check needed to be deposited and honored by the banks involved. Nonetheless, only \$30,000 of the \$50,000 initial payment due May 19, 2008 has been received


6 Affiant, on May 27, 2008, provided a notice of default after the 5 business day "grace period" and Defendant has failed to cure the default within an additional 5 days as called for under the Settlement Agreement.

7 Affiant states that Defendant Duraco Products, Inc dba Duraco Plastics continues to be in default of the Settlement Agreement over which this Honorable Court has retained jurisdiction

8 All payments made under the Settlement Agreement, at the date of this Affidavit, amount to \$30,000 and should be taken into account by this Honorable Court in entering the Stipulated Judgment Entry

9. Affiant states the amount due under the Stipulated Judgment Entry after the application of the aforementioned payments is \$377,054.41 together with statutory interest from May 15, 2008.

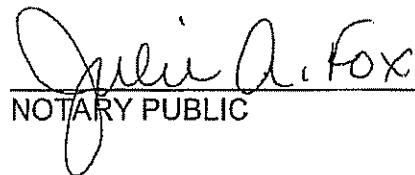
FURTHER AFFIANT SAYETH NAUGHT,


JEREMY L. BILSKY, ESQ.

SWORN TO BEFORE ME and subscribed in my presence this 11th
day of June, 2008.



JULIE A. FOX
NOTARY PUBLIC
STATE OF OHIO
Lake County
My Comm. Expires
October 5, 2009


NOTARY PUBLIC

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IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS (Eastern Division)

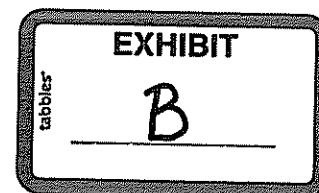
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| Plaintiff, |) | |
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| vs. |) | JUDGE MILTON I. SHADUR |
| |) | MAG. JUDGE ARLANDER KEYS |
| DURACO PRODUCTS, INC., etc. |) | |
| |) | |
| Defendant. |) | |

STIPULATED JUDGMENT ENTRY

The Parties to the above-captioned matter, Plaintiff Advance Payroll Funding, Ltd. (hereinafter "Advance") and Defendant Duraco Products, Inc. dba Duraco Plastics (hereinafter "Duraco") hereby stipulate, consent and otherwise agree to Judgment in favor of Advance and against Duraco in the amount of \$407,054.41, with interest accruing at the statutory rate from May 15th 2008.

This Stipulated Judgment Entry shall be held in trust by counsel for Advance, and shall not be filed with the Court absent a breach of the corresponding Settlement Agreement entered into between the Parties on March 13, 2008, which is attached hereto and incorporated herein by reference as Exhibit A.

Upon Duraco's breach of its payment obligation set forth in the Settlement Agreement, the Parties stipulate, consent and otherwise agree that Advance may file this Stipulated Judgment Entry with the Court for immediate execution.



The amount of this Stipulated Judgment Entry shall be reduced by the amount of any payments made by Duraco to Advance prior to any such breach of the Settlement Agreement.

IT IS SO ORDERED,

JUDGE MILTON I. SHADUR

Stipulated to by,

Stipulated to by

WELTMAN, WEINBERG & REIS CO., L.P.A.

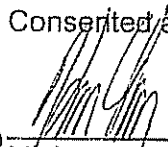
[opposing counsel]
Signature Block

/s/ J. Charles Ruiz-Bueno
J. Charles Ruiz-Bueno (#0046806)
Pro Hac Vice/Lead Counsel for Plaintiff
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Email: jruizbueno@weltman.com
Email: mschmitz@weltman.com

Consented and agreed to by,

-and-

Robert T. Kuehl (Ill. Bar No. 6271281)
Co-Counsel for Plaintiff
180 LaSalle Street, Suite 2400
Chicago, IL 60601
Telephone: (312) 782-9676
Facsimile: (312) 782-4201
Email: rkuehl@weltman.com



Michael Lynch, as President
and duly authorized agent of
DURACO PRODUCTS, INC.
dba DURACO PLASTICS
1109 East Lake Street
Streamwood, IL 60107-4395